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66 GRESHAM ST., LONDON EC2V 7LB, ENGLAND
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14327
RECORDATION NO. 14327
MAY 30 1984 - 10 03 AM

14327
RECORDATION NO. 14327
MAY 30 1984 - 10 03 AM

May 29, 1984

INTERSTATE COMMERCE COMMISSION
Secretary of the Interstate
Commerce Commission
Recordation Office -
Interstate Commerce Commission
Twelfth & Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423

4-153A 076
No. MAY 30 1984
Date
Fee \$ 60.00
ICC Washington, D.C.

Dear Sir:

Pursuant to 49 U.S.C. § 11303(a), I enclose herewith on behalf of General Electric Credit Corporation counterparts of the following documents for filing and recordation:

- (1) Sale Agreement dated as of April 15, 1984 between General Electric Company, as Builder/Transferor, and General Electric Credit Corporation, as Purchaser/Transferee (a primary document); and
- (2) Lease of Railroad Equipment dated as of April 15, 1984 between General Electric Credit Corporation, as Lessor, and Consolidated Rail Corporation, as Lessee (a secondary document).

The names and addresses of the parties to the aforementioned agreements are as follows:

Sale Agreement

Builder/Transferor:

General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531

Purchaser/Transferee:

General Electric Credit Corporation
P.O. Box 8300
Stamford, Connecticut 06904

Counterpart - See V-Book

Lease Agreement

Lessor:

General Electric Credit Corporation
P.O. Box 8300
Stamford, Connecticut 06904

Lessee:

Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

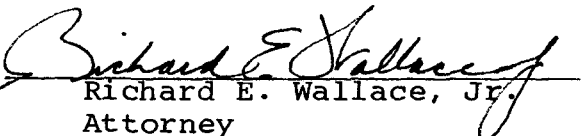
The equipment covered by each of the aforementioned agreements consists of fifty 3000 horsepower model C30-7A diesel-electric locomotives bearing Lessee identifying numbers CR6550-6599, inclusive, and ten 3200 horsepower model C320-8 diesel-electric locomotives bearing Lessee identifying numbers CR6610-6619, inclusive.

The enclosed Sale Agreement is a primary document to which the enclosed Lease is secondary. Please file and index both agreements under a single recordation number.

Enclosed is our check for \$60 for the required recordation fee. Please accept one counterpart of each of the enclosed agreements for your files, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,

GENERAL ELECTRIC CREDIT CORPORATION

By: 
Richard E. Wallace, Jr.
Attorney

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

5/30/84

OFFICE OF THE SECRETARY

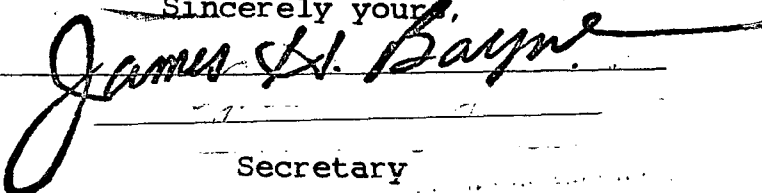
Richard E. Wallace
White & Case
1747 PA. Ave. N.W.
Washington, D.C. 20006

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/30/84** at **10:05am** and assigned re-recording number(s). **14327 & 14327-A**

Sincerely yours,


Secretary

Enclosure(s)

14327

RECORDATION NO. Filed 1425

MAY 30 1984 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

EXHIBIT A
to
Lease

SALE AGREEMENT

Dated as of April 15, 1984

Between

GENERAL ELECTRIC COMPANY

And

GENERAL ELECTRIC CREDIT CORPORATION

Sale Agreement

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* This Table of Contents has been included in this document for convenience only and does not form a part of or affect any construction or interpretation of this document.

SALE AGREEMENT dated as of April 15, 1984, between GENERAL ELECTRIC COMPANY, a New York corporation ("Builder") and GENERAL ELECTRIC CREDIT CORPORATION, a New York Corporation, as Lessor ("Lessor") under a Lease of Railroad Equipment dated as of the date hereof ("Lease").

WHEREAS the Builder has agreed to construct, sell and deliver to the Lessor, and the Lessor has agreed to purchase, the railroad equipment described in Annex B hereto, less any items excluded herefrom under the provisions hereof (as so excluded, the "Equipment"); and

WHEREAS the Lessor is entering into a Lease of Railroad Equipment with Consolidated Rail Corporation ("Lessee") pursuant to which the Lessee will lease from the Lessor such number of units of Equipment as are delivered and accepted hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. Construction and Sale. Pursuant to this Agreement, the Builder shall construct the units of Equipment and will sell and deliver to the Lessor, and the Lessor will purchase from the Builder and accept delivery of and pay for (as hereinafter provided and subject to the limitations hereinafter set forth), the Equipment, each unit of which shall be constructed in accordance with the specifications referred to in Annex B hereto and in accordance with such modifications thereof as may be agreed upon in writing between the Builder, the Lessor and the Lessee (which specifications and modifications, if any, are hereinafter called the "Specifications"). The design, quality and component parts of each unit of the Equipment shall conform, on the date of completion of manufacture thereof, to all United States Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards, if any, recommended by the Association of American Railroads reasonably interpreted as being applicable to railroad equipment of the character of such unit, and each such unit will be new railroad equipment, will not incorporate any used components (or, if such components are incorporated, their aggregate cost will not be more than 10% of the cost of material and parts used in constructing such unit) and will not have been used by any person so as to

preclude the "original use" of such unit, within the meaning of Sections 48(b)(2) and 167(c)(2) of the Internal Revenue Code of 1954, as amended, from commencing with the Lessor.

ARTICLE 2. Inspection and Delivery. The Builder will deliver the units of the Equipment to the Lessor at the place or places specified in Annex B hereto, switching and freight charges, if any, prepaid for the account of the Lessor, in accordance with the delivery schedule set forth in Annex B hereto; provided, however, that delivery of any unit of the Equipment shall not be made (i) until the Lease has been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada and provision shall have been made for publication of notice of such deposit in The Canada Gazette; or (ii) if a Default or Event of Default (as defined in the Lease) shall have occurred and be continuing; or (iii) if the Purchase Price for such unit when added to the aggregate Purchase Price of (A) all units theretofore delivered and accepted under and made subject to this Agreement and (B) all other units proposed to be delivered and accepted under and made subject to this Agreement concurrently with such unit would exceed the Maximum Purchase Price for the Equipment specified in Item 5 of Annex A hereto. The Builder agrees not to deliver any unit of the Equipment hereunder (and shall have no liability to the Lessor for any such delivery prior to the receipt of any notice referred to in clauses (a) and (b) of this sentence) (a) following receipt of written notice from the Lessor of a Default or Event of Default, or that the Maximum Purchase Price specified in Item 5 of Annex A hereto would be exceeded by any subsequent delivery of a unit, and (b) until it receives notice from the Lessor that the conditions contained in § 7 of the Lease have been met or waived.

Any unit of Equipment not delivered at the time of receipt by the Builder of the notice specified in clause (a) of the last sentence of the first paragraph of this Article 2 and any unit of Equipment not delivered and accepted hereunder on or prior to December 31, 1984, by reason of noncompliance with the conditions referred to in the immediately preceding paragraph or causes set forth in the immediately succeeding paragraph or otherwise shall be excluded from this Agreement and the Lessor shall be relieved of its obligation to purchase and pay for such unit of Equipment. If any unit of Equipment shall be excluded herefrom pursuant to the immediately preceding sentence, the Lessor and the Builder shall execute an agreement supplemental hereto limiting this Agreement to the units of

Equipment not so excluded herefrom. Pursuant to the Lease the Lessee has agreed to purchase such excluded Equipment and any Equipment excluded from this Agreement pursuant to the first paragraph of Article 3 hereof from the Builder, upon the satisfaction or waiver of any conditions of the Purchase Order, all as provided in § 20 of the Lease. The Lessor agrees, upon any such exclusion, to take such steps including the execution of instruments of transfer, as may be reasonably requested by the Lessee for the purpose of acknowledging and perfecting the interest of the Lessee in any unit of Equipment so excluded from this Agreement, and the Lessor shall have no further obligation or liability in respect of units so excluded.

The Builder's obligation as to the time of delivery set forth in Annex B is subject, however, to delays resulting from causes beyond the Builder's reasonable control, including but not limited to acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities, delays in receiving necessary materials or delays of carriers or subcontractors.

During construction, the Equipment shall be subject to inspection and approval by the authorized inspectors of the Lessor (who may be employees of the Lessee) and the Builder shall grant to such inspectors reasonable access to its plant. The Builder agrees to inspect the materials used in the construction of the Equipment in accordance with its standard quality control practices. Upon completion of each unit or a number of units of the Equipment, such unit or units shall be presented to an inspector of the Lessor for inspection at the place specified for delivery, and if such units conform to the Specifications, requirements and standards applicable thereto, such inspector or an authorized representative of the Lessor (who may be an employee of the Lessee) shall execute and deliver to the Builder a certificate of acceptance ("Certificate of Acceptance") substantially in the form of Schedule III to the Lease; provided, however, that the Builder shall not thereby be relieved of its warranty referred to in Article 5 hereof.

Upon delivery and acceptance of each such unit hereunder at the place specified for delivery, the Builder shall have no further responsibility for, nor bear any risk of, any damage to or the destruction or loss of such unit; provided, however, that the Builder shall not thereby be relieved of its warranty referred to in Article 5 hereof.

Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the delivery to and acceptance by or on behalf of the Lessor of any unit of Equipment excluded from this Agreement pursuant to the first paragraph of Article 3 hereof shall be ineffective, ab initio, to create in or transfer to the Lessor any legal or beneficial right or interest in such unit or (except as provided in the first paragraph of Article 3 hereof) to impose on the Lessor any liability, obligation or responsibility with respect thereto; any right or interest in any such unit created in or transferred to or purported to be created in or transferred to the Lessor shall be held by the Lessor solely as trustee for the benefit of the Builder.

ARTICLE 3. Purchase Price and Payment. The base price or prices per unit of the Equipment are set forth in Annex B hereto. The term "Purchase Price" as used herein shall mean the base price or prices per unit of the Equipment as set forth in Annex B. If on any Closing Date the aggregate Purchase Price of the Equipment for which settlement has theretofore been or is then being made would, but for the provisions of this sentence, exceed the Maximum Purchase Price specified in Item 5 of Annex A hereto, the Builder and the Lessor will enter into an agreement excluding from this Agreement such unit or units of Equipment then proposed to be settled for and specified by the Lessor, as will, after giving effect to such exclusion, reduce such aggregate Purchase Price to not more than such Maximum Purchase Price.

The Equipment shall be settled for in such number of groups of units of the Equipment as is provided in Item 2 of Annex A hereto (each such group being hereinafter called a "Group"). The term "Closing Date" with respect to any Group shall mean such date (which shall be a business day not earlier than May 31, 1984, and not later than December 31, 1984, such later date being hereinafter called the "Cut-Off Date"), occurring not more than ten business days following presentation by the Builder to the Lessor of the invoices, Bills of Sale substantially in the form of Annex C hereto and Certificates of Acceptance for such Group and written notice thereof by the Builder to the Lessee, as shall be fixed by the Lessee by written notice delivered to the Lessor at least six business days prior to the Closing Date designated therein. The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and any other day on which banking institutions in New York, New

York or Philadelphia, Pennsylvania, are authorized or obligated to remain closed.

The Lessor hereby promises to pay in immediately available funds to the Builder at such place as the Builder may designate, the Purchase Price of the Equipment included in a Group, as follows:

(a) on the Closing Date of such Group an amount equal to 59.3% of the aggregate Purchase Price of the Equipment included in such Group; and

(b) on the first Business Day preceding the first anniversary date of the Delivery Date (as defined in the Lease) of the first unit of Equipment to be delivered in such Group, an amount equal to 40.7% of the remaining aggregate Purchase Price of the Equipment included in such Group.

ARTICLE 4. Taxes. In addition to the Purchase Price, the Lessor agrees to pay all lawfully applicable taxes including sales and use taxes and/or gross receipts or gross income taxes in the nature of sales taxes (other than state or Federal income and excess profits taxes) levied or imposed and arising out of the sale, use or delivery of the units of Equipment, except those taxes the imposition or levy of which are in good faith contested by the Lessor.

ARTICLE 5. Warranties. The Builder represents and warrants to the Lessor that, at the time of delivery and acceptance of each unit of Equipment under this Agreement, there are no liens, security interests or other encumbrances of any nature affecting the right, title or interest of the Lessor in and to such unit of Equipment and the Lease resulting from or constituting claims against the Builder or resulting from any action of the Builder.

The Builder represents that it is not entering into this Agreement, or into any other transaction contemplated hereby, directly or indirectly in connection with any arrangement or understanding by it in any way involving any employee benefit plan (other than a governmental plan) with respect to which the Builder is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974, as amended.

The agreements of the parties relating to the Builder's warranty of material and workmanship and patent indemnification, and the agreement of the parties relating to the Builder's limitation of liability, are set forth in Items 3 and 4 of Annex A hereto.

ARTICLE 6. Article Headings; Effect and Modification of Agreement. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

As between the Builder and the Lessor, this Agreement, including the Annexes hereto, exclusively and completely states the rights of the Builder and the Lessor with respect to the Equipment and supersedes all other agreements, oral or written, with respect to the Equipment. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Builder and the Lessor.

ARTICLE 7. Notice. Any notice hereunder to any of the parties designated below shall be deemed to be properly made if delivered or mailed to it by first class mail (unless otherwise specifically required herein), postage prepaid, at the following addresses:

(a) to the Lessee, at 1310 Six Penn Center Plaza, Philadelphia, Pennsylvania 19104, Attention of Assistant Treasurer-Financing.

(b) to the Builder, at its address specified in Item 1 of Annex A hereto,

(c) to the Lessor, at its address at P.O. Box 8300, Stamford, Connecticut 06904, Attention of Manager-Operations, Transportation Finance Department,

or at such other address as may have been furnished in writing by such party to the other parties referred to above.

ARTICLE 8. Satisfaction of Undertakings. The obligations of the Lessor under Articles 2 (other than the first, second and sixth paragraphs thereof), 4 and 5 hereof shall be deemed in all respects satisfied by the Lessee's undertakings contained in the Lease. The Lessor shall not have any responsibility for the Lessee's failure to perform such obligations.

ARTICLE 9. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York.

ARTICLE 10. Execution. This Agreement may be executed in any number of counterparts, such counterparts together constituting but one and the same contract.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

GENERAL ELECTRIC COMPANY

by Carl F. Schlemmer

[Corporate Seal]

Attest:

J. H. Hylleberg
Attesting Secretary

GENERAL ELECTRIC CREDIT
CORPORATION

by _____
Title:

[Corporate Seal]

Attest:

Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

GENERAL ELECTRIC COMPANY

by _____

[Corporate Seal]

Attest:

Attesting Secretary

GENERAL ELECTRIC CREDIT
CORPORATION

by *AS Hayes*
Title: MANAGER - RAIL FINANCING

[Corporate Seal]

Attest:

Charles W. R. Champagnon
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)

) SS.:

COUNTY OF ERIE

)

On this 29TH day of MAY, 1984,

before me personally appeared CARL J. SCHLEMMER , to me

personally known, who, being by me duly sworn, says that he

is a ^{V.P. & GENERAL MANAGER- TRANSPORTATION} ~~SYSTEMS BUSINESS OPERATIONS~~ of GENERAL ELECTRIC COMPANY, that

one of the seals affixed to the foregoing instrument is the

corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by

was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged

authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free

that the execution of the foregoing instrument was the free act and deed of said corporation.

Barbara P. Pomeroy

Notary ~~Public~~

[Notarial Seal]

My Commission expires

BARBARA J. NEVIN, NOTARY PUBLIC
LAWRENCE PARK TWP., ERIE COUNTY
MY COMMISSION EXPIRES APR. 7, 1985
Member, Pennsylvania Association of Notaries

STATE OF CONNECTICUT)

) ss.:

COUNTY OF FAIRFIELD)

On this 25 day of May, 1984, before me personally appeared Richard A. Hayes, to me personally known, who, being by me duly sworn, says that he/she is a Manager-Rail Financing of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Meahan
Notary Public

[Notarial Seal]

My Commission expires

PATRICIA A. MEAHAN
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1988

ANNEX A
to
Sale Agreement

Item 1. General Electric Company, a New York corporation, 2901 East Lake Road, Erie, Pennsylvania 16531.

Item 2. The Equipment shall be settled for in not more than 3 Groups of units delivered to and accepted by the Lessor unless a greater number shall be agreed to by the parties hereto.

Item 3. The Builder warrants that each unit of Equipment manufactured by it hereunder will be free from defects in material, workmanship and title under normal use and service, and will be of the kind and quality designated or described in the Specifications referred to in Article 2 of this Agreement. The foregoing warranty is exclusive and in lieu of all other warranties, whether written, oral, implied or statutory (except as to title). NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. If it appears within two (2) years from the date of shipment by the Builder, or within 250,000 miles of operation, whichever event shall first occur, that any unit of Equipment does not meet the warranties specified above, and the Lessor or the Lessee notifies the Builder promptly, the Builder, after verification as to condition and usage, shall correct any defect including nonconformance with the Specifications, at its option, either by repairing any defective part or parts made available to the Builder, or by making available at the Builder's plant or warehouse a repaired or replacement part. If requested by the Builder, the Lessor or the Lessee will ship the defective part or parts, with shipping charges prepaid, to the plant or warehouse designated by the Builder. The foregoing shall constitute the sole remedy of the Lessor and the Lessee and the sole liability of the Builder.

The liability of the Builder to the Lessor and the Lessee (except as to title) arising out of the supplying of any unit of Equipment hereunder, or its use, whether on warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the Equipment as herein provided, and upon the expiration of the warranty period specified above, all such liability shall terminate. The Builder shall have no liability for any unit of Equipment or part thereof which becomes defective by reason of

improper storage or application, misuse, negligence, accident or improper operation, maintenance, repairs or alterations on the part of the Lessor or the Lessee, or any third party other than the Builder. In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall the Builder or its suppliers be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the Equipment or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacements, down time costs, or claims of customers of the Lessor or the Lessee for such damages.

It is understood that the Builder has the right to make any changes in design and add improvements to equipment at any time without incurring any obligations to install, at the Builder's expense, the same on other equipment sold by the Builder.

THERE ARE NO WARRANTIES WITH RESPECT TO MATERIAL AND WORKMANSHIP, EXPRESSED OR IMPLIED, MADE BY THE BUILDER EXCEPT THE WARRANTIES SET OUT ABOVE.

Item 4. Except in cases of designs specified by the Lessor and/or the Lessee and not developed or purported to be developed by the Builder, and articles and materials specified by the Lessor and/or the Lessee and not manufactured by the Builder, the Builder warrants for itself that the Equipment furnished hereunder, and any part thereof shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, the Builder shall defend, or may settle, at its expense, any suit or proceeding against the Lessor or the Lessee so far as based on a claimed infringement which would result in a breach of this warranty and the Builder shall pay all damages and costs awarded therein against the Lessor or the Lessee due to such breach. In case any Equipment or part thereof is in such suit or proceeding found to constitute such an infringement and the use of such Equipment or part thereof is enjoined, the Builder shall, at its expense and option, either procure for the Lessor and the Lessee the right to continue using said Equipment or part thereof, or replace same within six months of such injunction with noninfringing Equipment or part

thereof acceptable to the Lessor or the Lessee, to modify same so it becomes noninfringing, or remove the Equipment or part thereof and pay to the Lessor the Casualty Value required to be paid by the Lessee under § 9 of the Lease and any transportation costs separately paid by the Lessor or the Lessee, but in each case without impairing the operational capability of such Equipment. The preceding shall not apply to the use of any Equipment or part thereof furnished hereunder in conjunction with any other product in a combination not furnished by the Builder as a part of this transaction. As to any such combination, the Builder assumes no liability whatsoever for patent infringement and the Lessee will hold the Builder harmless against any infringement claims arising therefrom. The Builder will give notice to the Lessor and the Lessee of any claim known to the Builder from which liability may be charged against the Lessor or the Lessee hereunder and the Lessor and the Lessee will give notice to the Builder of any claim known to them from which liability may be charged against the Builder hereunder.

The foregoing states the entire liability of the Builder for patent infringement by the Equipment or any part thereof.

Item 5. The Maximum Purchase Price referred to in Article 3 of this Agreement is \$80,000,000.

ANNEX B
to
Sale Agreement

<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Unit Base Price*</u>	<u>Total Base Price*</u>	<u>Estimated Time and Place of Delivery</u>
3000 h.p. Model C30-7A diesel- electric locomotive	2004	Erie, Pennsyl- vania	50	CR6550 - 6599	\$1,230,049	\$61,502,450	May 31, - June 30, 1984 at Erie, Pennsylvania
3200 h.p. Model C32-8 diesel- electric locomotive	2006	Erie, Pennsyl- vania	10	CR6610 - 6619	\$1,278,325	\$12,783,250	July - August 1984 at Erie, Pennsylvania

* Includes \$700 per unit of estimated switching and freight charges

BILL OF SALE

NO. 84

GENERAL ELECTRIC COMPANY ("Builder"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by GENERAL ELECTRIC CREDIT CORPORATION ("Lessor"), Lessor under a Sale Agreement dated as of April 15, 1984 ("Sale Agreement") between the Builder and Lessor, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto the Lessor, its successors and assigns, its rights, title to and security interest in the following units of new standard-gauge railroad equipment which have been delivered by the Builder to the Lessor pursuant to the Sale Agreement:

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS (INCLUSIVE)</u>
	H.P. Model	
	Axle, Motor	
	Diesel-Electric Locomotives	

TO HAVE AND TO HOLD such units of railroad equipment unto the Buyer, its successors and assigns, for its and their own use forever.

The Builder hereby represents and warrants to the Lessor that, at the time of delivery and acceptance of each of said units of Equipment under the Sale Agreement, the Builder had lawful title thereto and good and lawful right to sell such units and there are no liens, security interests or other encumbrances of any nature affecting the right, title or interest of the Lessor in and to such units of Equipment and the Lease dated as of April 15, 1984 between the Lessor and Consolidated Rail Corporation as Lessee, resulting from or constituting claims against the Builder or resulting from any action of the Builder. The Builder covenants and agrees that it will defend such title against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Sale Agreement.

IN WITNESS WHEREOF, the ~~the~~ Builder has caused this instrument to be signed by a duly authorized representative and its corporate seal to be hereunto affixed, duly attested, this day of , 1984.

N.C. White, Manager
Headquarters Marketing Operation
LOCOMOTIVE MARKETING DIVISION

SEAL

~~Assistant~~ Secretary

ATTESTING